



CONSTRUCTION INVITATION TO BID (ITB)
PHASE II REMEDIAL SYSTEM
ASTATULA FUEL FACILITY

ITB Number:	<u>15-0037</u>	Contracting Officer:	<u>Susan Dugan</u>
Bid Due Date:	<u>August 26, 2015</u>	Mandatory Pre-Bid:	<u>August 12, 2015, 9:00 a.m.</u>
Bid Due Time:	<u>3:00 P.M.</u>	ITB Issue Date:	<u>July 30, 2015</u>

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:

Invitation to Bid, Specifications, Construction Drawings and Schematics and the Sample Contract for Construction, may be obtained from our website at:

http://www.lakecountyfl.gov/departments/fiscal_and_administrative_services/procurement_services/view_all_bids.aspx

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Department of Procurement Services thirty (30) calendar days after the official bid due date.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document. Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name:	_____	Phone Number:	_____
E-mail Address:	_____	Contact Person:	_____

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Section 1.1 Purpose

The purpose of this solicitation is to establish a contract for the construction of Phase II Remedial System at the Lake County Astatula Fuel Facility with a contractor included in the appropriate category of work, on the state's authorized petroleum vendor list.

For a list of potential program Agency Term Contractors for the central region, refer to the following website:

http://www.dep.state.fl.us/waste/quick_topics/publications/pss/pcp/procurement/Solicitation-2014004C-Central-Region-Results.pdf

Section 1.2 Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than ten (10) working days before the bid due date.

Susan Dugan, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800
Fax: 352.343.9473 Phone: 352.343.9768
E-mail: sdugan@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3 Method of Award

The Contract will be awarded to the lowest responsive and responsible bidder, as determined to be in the best interest of Lake County. After the Engineer submits their recommendation, the County shall award the Bid in accordance with State Law and the Lake County Procurement Policy and Procedures.

To be considered a "responsible" bidder under this solicitation, the vendor must meet the following qualification standards:

1. Must be included in the appropriate category of work, on the state's authorized petroleum vendor list.

2. Must have successfully completed at least three (3) similar projects in the last three (3) years;
3. Must have been successfully performing similar project effort for the last five (5) years; and
4. Must currently hold all required licenses for the project described in this ITB.

Should the successful bidder default by not furnishing surety as specified, then the next low bidder in order of bid price shall then be considered the lowest bidder. Should this bidder also default, then the next low bidder shall be considered. In each case, any bidder which defaults shall forfeit its bid guarantee.

The successful bidder shall sign a Contract with the County based on the attached Lake County Agreement which is not negotiable. Signature requirements shall be the same as those for signing the Bid Form.

Section 1.3.1 Statutory Requirements

Contractor acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if any project assigned hereunder is being supported in whole or in part by State funding the Contractor shall give preference to the employment of state residents in the performance of the work if state residents have substantially equal qualifications to those of non-residents. If the Contractor is required to employ state residents, the Contractor shall contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

Section 1.3.2 Special Notice Regarding Federal and/or State Requirements

This purchase action is being supported in whole or in part by Federal and/or State funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under the contract(s) resulting from this solicitation. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime contractor and subcontractor levels. Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.4 Mandatory Pre-Bid Conference / Site Visits

A mandatory pre-bid conference and site visit will be held on, August 12, 2015 at 9:00 a.m. at the Public Works Road Operations Center Pole Barn located at 12901 County Landfill Road, Tavares, Florida, 32778 to discuss the special conditions and specifications included within this solicitation. Potential Bidders are requested to bring this solicitation document to the conference, as additional copies may not be available.

Section 1.5: Contract Performance Period

The performance period under this contract shall commence upon the date of the purchase order or related Notice To Proceed and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this solicitation and resulting contract have been delivered and/or completed, and accepted by the County's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.

The substantial Completion Date will be 120 Calendar Days from issuance of the Notice to Proceed.

Section 1.6 Option to Renew and Associated Price Adjustment

Not applicable to this solicitation

Section 1.7 Method of Payment

As specified in the attached contract.

Section 1.8 Indemnification and Insurance Requirements

As specified in the attached contract.

Section 1.9 Bonding Requirements**Section 1.9.1 Bid Bonds**

Each Bid shall be accompanied by a Bid Bond (form attached) in the penal sum of five percent (5%) of the gross base Bid executed by a corporate surety licensed to execute such bonds under the laws of the State of Florida. An original signed Bid Bond and its Power-of-Attorney shall be submitted with the Bid response. This bond will be retained by the County if the Bidder fails to execute the contract or fails to give satisfactory surety within fifteen (15) consecutive calendar days from the date of the Notice of Award. Bids not accompanied by a Bid Bond shall be rejected. Additional governing detail is included in the attached contract.

Section 1.9.2 Performance and Payment (Labor and Materials) Bonds

Bonds shall be provided by the contractor in the amount of 100% of the bid amount. Upon award of the bid, all original Performance and Payment bonds will be submitted to the Contracting Officer, Lake County Procurement Services, for recording of said bonds on forms approved by the County as attached to this ITB. The bonds will be acceptable to the County only if the following conditions are met:

1. The Surety is licensed to do business in the State of Florida;
2. The Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;
3. The Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;
4. The Surety is otherwise in compliance with the Florida Insurance Code;
5. The Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds \$500,000; and
6. The Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304.

The cost to record Performance and Payment Bonds is: Ten Dollars (\$10.00) for the first page and Eight Dollars and Fifty Cents (\$8.50) for each additional page. A check shall be submitted by the contractor made payable to Neil Kelly, Clerk of the Circuit Court.

Additional governing detail is included in the attached contract.

Section 1.10 Acceptance of Goods or Services

As specified in the attached contract

Section 1.11 Warranty Requirements

As specified in the attached specifications.

Section 1.12 Licensure

Any person, firm, corporation or joint venture which submits an offer in response to this County solicitation shall, at the time of such offer, hold a valid, current, and appropriate license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), a valid, current, and appropriate license issued to the subcontractor(s) shall be submitted with the prime vendor's offer; provided, however, that the County may at its option and in its best interest allow the vendor to supply the subcontractor(s) certificate to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the

vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.13 Preparation of Bid Response

Section 1.13.1 Delivery of Bid Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Procurement Services office.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services office prior to the date and time established within the solicitation. A response will not be considered for award if received in the Procurement Services Office after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2 Completion Requirements for Invitation to Bid (Construction)

One (1) original of the completed ITB and three (3) copies of the bid submittal documents listed below shall be delivered to the Department of Procurement Services no later than the official due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed (preferably in blue ink) by an official duly authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall submit the entire completed solicitation along with the additional required information cited below, in the number of copies specified to the address specified in this solicitation.

- Utilize Attachment 6, Bid Check List, to ensure you have completed and submitted all required documentation.
- Pricing shall be completed as directed within Section 4 of this Invitation to Bid.
- Vendor shall submit the bid document with all entries completed as noted in this section.
- Initial and date the appropriate space(s) for each addendum for this ITB.
- Insert any prompt payment discount that you will offer. All payment will be made in accordance with Florida Prompt Payment Act.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the Bidders Personnel Form (Attachment 1)
- Complete the reference form (Attachment 2) including the four most recent projects of a similar scope and nature constructed under the bidder's present name.
- Include 5% Bid Bond per Section 1.9.1
- Complete the vendor information section, and sign the bid in the spaces provided, in Section 4 of the solicitation.
- Submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.
- Provide a copy of your current license (s).

- The bidder, upon specific request by the County, shall also submit the following items within ten (10) calendar days after specific request by the County:
 1. A financial statement showing assets and liabilities of the Bidder, current to within thirty (30) days of the Bid due date, or other financial information satisfactory to the County.

2. Construction Schedule using Critical Path Method (CPM) chart for the project & Schedule of Values. Every line item must be filled in with dollar amounts.
3. Proposed Subcontractor information:

A list of names of the subcontractors or other persons or organizations (including those which are to furnish products fabricated to a special design) that may be utilized by the Bidder for principal or incidental portions of the work to be performed under the contract resulting from this solicitation. The bidder will be required to establish to the satisfaction of the County the reliability and responsibility of the proposed subcontractors to furnish and perform the work pertaining to such proposed subcontractor's respective trade(s). Prior to the award of the contract, the County will notify the bidder in writing if, after due investigation, the County has reasonable and substantial objections to any person or organization on such list. If the County has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder may, at its option, withdraw its bid without prejudice. Subcontractors and other persons and organizations proposed by the bidder and accepted by the County shall be used on the work for which they were proposed and accepted and shall not be changed except with the written prior notification by the County. See applicable provisions in contract.

Section 1.14 Permits

Contractor shall register and obtain any and all permits with the Lake County Building Services Division prior to starting work. For more information on how to register with Building Services Division contact (352) 343-9653 or enter click on the below:

http://www.lakecountyfl.gov/departments/growth_management/building_services/

Anticipated fee and permit costs are as follows:

\$91 Electrical
\$121 Fire fees
\$6.36 State fees

Section 1.15 Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Section 1.16: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the

business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its subcontractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

For any construction contract supported by state funding, the vendor shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term “substantially equal qualifications” refers to a situation wherein the vendor cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person. A vendor required to employ state residents must contact the Department of Economic Opportunity to post the contractor's employment needs in the state's job bank system.

Section 1.17 Conflicts between the Drawings and Specifications

In the event of any conflict between the drawings and specifications contained within this contract, the following guidance shall govern:

- A. Addenda shall supersede all other Contract Documents to the extent specified with the Addenda. Subsequent addenda shall supersede prior addenda only to the extent specified.
- B. Drawing(s) and specifications are intended to agree and be mutually complete. Any item not contained within the drawing(s), but contained in the specifications, or vice-versa, shall be provided and/or executed as shown in either the drawing(s) or specifications at no extra cost to the County. Should anything not included in either the drawing(s) and the specifications be necessary for the proper construction and/or operation of the work herein specified, or should any error or disagreement between the specifications and drawing(s) exist or appear to exist, the vendor shall not derive unjust benefit thereby, or use such disagreement counter to the best interests of the County. If the discrepancy is noted before initial submission of offers, or before contract award, the vendor shall immediately advise the designated procurement agent of the perceived discrepancy. If the discrepancy is noted after award, the vendor shall immediately advise the user department project manager, and await that individual's resultant direction, before proceeding with the work in question.

SPECIFICATIONS

Construction of Phase II Remedial System at the Astatula Fuel Facility per the attached detailed Project Specifications dated 7/10/2015.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: shall refer to any offer(s) submitted in response to this Invitation to Bid.

Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsive: Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Invitation to Bid.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Invitation to Bid (ITB) that the words “shall”, “must”, or “will” are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this ITB and indicate very desirable conditions, or requirements but are permissive in nature.

3.2 INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment.
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.).
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave.
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a

bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than ten (10) working days prior to the bid due date. Such inquiries shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder’s facsimile number.

The Department of Procurement Services may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder’s responsibility to ensure receipt of all addenda, and any accompanying documentation, the bidder is required to submit with its bid a signed Addenda form, when any addenda have been issued. Failure to acknowledge each addendum may prevent the bid from being considered for award.

D. Contents of Solicitation and Bidders’ Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the bidder will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Bids

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid as specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original bid. No changes to a bid will be accepted after the bid due date.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the

vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

- A. The Bid Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- H. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.

3.4 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.5 AWARD

- A. Award may be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine the responsibility and capacity of the bidder to perform the requirements of this solicitation. Award of the contract resulting from this solicitation may be predicated on

compliance with and submittal of all required documents as stipulated in the solicitation.

- F. The bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a bidder that submitted a bid under this solicitation.
- G. All tie bids will be resolved in the manner stated within the County's purchasing manual.

3.6 PROTEST OF AWARD

A vendor wishing to protest any award decision resulting from this solicitation shall do as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

3.7 RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

3.8 SUBCONTRACTING

Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.9 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.10 DELIVERY FOB DESTINATION

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

3.11 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.12 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such bids. Related parties shall mean bidder or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

3.13 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.14 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; the "Public Record Law." The bidder should not submit any information in response to this solicitation which the bidder considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.15 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.17 INCURRED EXPENSES

This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any bidder in preparing and submitting a bid, or any cost or expense incurred by any bidder prior to the execution of a purchase order or contract agreement. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.18 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate if requested by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.19 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.20 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.22 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

3.23 PUBLIC RECORDS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

**PHASE II REMEDIAL SYSTEM CONSTRUCTION
ASTATULA, LAKE COUNTY, FLORIDA**

GENERAL NOTES:

- When purchasing on a direct basis, Lake County is generally exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 4.18 for further detail).
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing submitted shall remain valid for a ninety (90) calendar day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Bidders may insert any prompt payment discount in the space provided in the signature section. If no entry is made, it will be assumed that the payment terms are to be considered as “net 30”

Contractors should go to Lake County’s Website at www.lakecountyfl.gov and complete a Vendor Application to receive future bids for Construction

ACKNOWLEDGEMENT OF ADDENDA:

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
<p>The bidder must list below the dates of issue for each addendum received in connection with this ITB:</p> <div style="margin-left: 150px;"><p>Addendum #1, Dated: _____</p><p>Addendum #2, Dated: _____</p><p>Addendum #3, Dated: _____</p><p>Addendum #4, Dated: _____</p></div>
Part II:
<p><input type="checkbox"/> No Addendum was received in connection with this ITB.</p>

**PHASE II REMEDIAL SYSTEM CONSTRUCTION
ASTATULA, LAKE COUNTY, FLORIDA**

DUNS Number (Insert if this action involves a federal funded project): _____

Identification of Surety: List name and home office of the surety proposed, who must be licensed in Florida, and the name and address of the responsible claim agent.

Certification Regarding Felony Conviction:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to Ownership, other clients, contracts, or interests associated with this project; and, this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222;, a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): _____
2. Does the responding vendor maintain a significant, physical location in Lake County at which employees are located and business is regularly transacted: _____ yes _____ no
3. If the response to 2 is “yes”, please provide detail: _____

All costs shall include shipping, permitting, site meetings, materials, equipment, tools, utilities, labor, supervision, management, and applicable sales tax. Total costs and unit costs provided above will be used to add and/or deduct for services that may or may not be required.

**PHASE II REMEDIAL SYSTEM CONSTRUCTION
ASTATULA, LAKE COUNTY, FLORIDA**

Item No.	Description	Bid
1	Mobilization/Demobilization	\$_____
2	Recovery Well/Vault Installation	\$_____
3	Recovery Well Pumps & Appurtenances	\$_____
4	Slab & Conduit/Conveyance Piping Construction	\$_____
5	Phase II Remedial System Conex Fabrication	\$_____
6	Utility/Permit Coordination	\$_____
7	Synchronization with Phase I System	\$_____
8	Startup Testing & System Adjustment	\$_____
9	Catalytic/thermal Oxidizer Rental (6 month)	\$_____
10	Infiltration gallery construction	\$_____
11		\$_____
12		\$_____
Total Bid		\$_____

Option #1

Substitute Item 9 with Catalytic/thermal Oxidizer Rental (9 months)

Total Bid including Items 1 - 8 above and Option 1 (9 months instead of 6 months) \$_____

Substantial completion shall be 120 days from the Notice to Proceed.

All costs shall include shipping, permitting, site meetings, materials, equipment, tools, utilities, labor, supervision, management and applicable sales tax. Total costs and unit costs provided above will be used to add and/or deduct for services that may or may not be required.

In the note section below, the Contractor shall provide rental costs for a six (6) and nine (9) month lease for the catalytic/thermal oxidizer and identify terms & conditions if the rental is extended beyond the initial lease, or if emission concentrations are sufficiently low to terminate the lease early. Contractor will provide a one-year warranty on all materials, equipment, and labor.

Note: _____

**PHASE II REMEDIAL SYSTEM CONSTRUCTION
ASTATULA, LAKE COUNTY, FLORIDA**

By Signing This Bid the Bidder Attests and Certifies That:

1. The undersigned bidder acknowledges that award of a contract may be contingent upon a determination by the County that the Bidder has the capacity and capability to successfully perform the contract.
2. The Bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this Bid document and any contract(s) and/or other transactions required by award of this solicitation.
3. The undersigned, having carefully examined the bidding requirements, Agreements, Conditions of the Agreement, Drawings and all subsequent Addenda, visited the site and being familiar with all conditions and requirements of the work, hereby agrees to furnish all necessary materials, equipment, machinery, tools apparatus, means of transportation, labor and service to complete the work specified within this Invitation to Bid.

(Total Bid Figure) \$ _____

(Total Bid Words) _____

General Bidder Information and Signature:

Firm Name: _____			
Street Address: _____			
Mailing Address (if different): _____			
Telephone No.: _____	Fax No.: _____	E-mail: _____	
FEIN No. _____	- _____	Prompt Payment Terms: _____ %	_____ days, net _____
Signature: _____		Date: _____	
Print Name: _____		Title: _____	

ATTACHMENT 1	Bidder Personnel Form
ATTACHMENT 2	Project Reference Form
ATTACHMENT 3	Bid Bond Form
ATTACHEMNT 4	Performance Bond Form
ATTACHMENT 5	Payment Bond Form
ATTACHMENT 6	Bid Check List
ATTACHMENT 7	Specifications, Construction Drawings and Schematics
ATTACHMENT 8	Sample Contract

ATTACHMENT 1 BIDDER'S PERSONNEL FORM

1. Number of Employees on the regular payroll of Bidder's organization: _____

2. Name of proposed Project Superintendent: _____

(Attach an outline of qualifications.)

3. List each member of the organization who is proposed to supervise various parts of the work:

NAME	WORK TO BE SUPERVISED

(Attach an additional sheet if necessary)

5. List each member of the organization who holds appropriate trade licenses and is proposed to be responsible for installation and number of licenses. (Attach an additional sheet of necessary.)

NAME	TYPE OF TRADE LICENSE

(Attach an additional sheet if necessary)

ATTACHMENT 2

PROJECT REFERENCE FORM

#1 Project Name:	Owner Name:
Entity Contact:	Contact Telephone:
Engineer/Architect of Record	Engineer/Architect Telephone:
Date of Contract:	Contract Completion Date:
Comments:	Actual Completion Date:

#2 Project Name:	Owner Name:
Entity Contact:	Contact Telephone:
Engineer/Architect of Record	Engineer/Architect Telephone:
Date of Contract:	Contract Completion Date:
Comments:	Actual Completion Date:

#3 Project Name:	Owner Name:
Entity Contact:	Contact Telephone:
Engineer/Architect of Record	Engineer/Architect Telephone:
Date of Contract:	Contract Completion Date:
Comments:	Actual Completion Date:

#4 Project Name:	Owner Name:
Entity Contact:	Contact Telephone:
Engineer/Architect of Record	Engineer/Architect Telephone:
Date of Contract:	Contract Completion Date:
Comments:	Actual Completion Date:

ATTACHMENT 3 BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____, as Principal, and _____
as Surety, are hereby held and firmly bound unto Lake County, a political subdivision of the State of
Florida, and the Board of County Commissioners, as County in the penal sum of, five percent (5%) of the
Contract Bid) _____ for payment of which, well and truly to be
made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this _____ day of _____
_____, 2015.

The condition of the above obligation is such that whereas the Principal has submitted to Lake County
Board of County Commissioners, a certain Bid, attached hereto and hereby made a part hereof to enter a
contract in writing, for the _____

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the County may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as the corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

By: _____ (L.S.)

By: _____ (L.S.)

Title: _____

Title: _____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida and have a Florida Licensed Resident Agent.

BOND NUMBER: _____

**ATTACHMENT 4
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor _____
Contractor Address _____
Contractor Address 2 _____
Contractor Telephone _____

(hereinafter called the “Principal”), whose principal business address and telephone number is as stated above; and

Surety _____
Surety Address _____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the “Surety”), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the “Obligee”), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of

_____ (\$ _____)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Bid No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract;
2. Pays Obligee any and all losses, damages, costs and attorneys’ fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and
4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitation under Section 255.05, Florida Statutes, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

(Company Name)

By: _____
(Authorized Signature)

(Printed Name)

(Title)

(Business Address)

Witness as to Principal

Witness as to Principal

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me
this _____ by _____
_____ of _____
_____, a _____ Corporation, on behalf of
the Corporation. He/She is personally known to me or has produced
_____ as identification and who did/did not take an oath.

NOTARY: _____
Print Name: _____
Commission Number: _____
My Commission Expires: _____

Witness as to Surety

By: _____
(Authorized Signature)

Witness as to Surety

(Printed Name)

(Title)

(Business Address)

OR

Witness as Attorney In Fact

As Attorney In Fact (Attach Power of Attorney)

Witness as Attorney In Fact

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me
this _____ by _____
_____ of _____
_____, a _____ Corporation, on behalf of
the Corporation. He/She is personally known to me or has produced
_____ as identification and who did/did not take an oath.

NOTARY: _____
Print Name: _____
Commission Number: _____

Bond Number: _____

**ATTACHMENT 5
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor _____
Contractor Address _____
Contractor Address 2 _____
Contractor Telephone _____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety _____
Surety Address _____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of

_____ (\$ _____)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee have reached a mutual agreement (hereinafter referred to as the "Contract") for _____ Bid No. _____ said Contract being made a part of this Bond by this reference.

THE CONDITION OF THIS BOND is that if Principal:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

THIS BOND DATED THE _____ DAY OF _____ 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

Signed, sealed and delivered in the presence of:

PRINCIPAL:

(Company Name)

By: _____

Witness as to Principal (Authorized Signature)

Witness as to Principal (Printed Name)

(Title)

(Business Address)

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me
this _____ by _____
_____ of _____, a
_____ Corporation, on behalf of the Corporation. He/She is personally
known to me or has produced _____ as identification and who
did/did not take an oath.

NOTARY: _____
Print Name: _____
Commission Number: _____
My commission expires: _____

Witness as to Surety (Authorized Signature)

By: _____

Witness as to Surety (Printed Name)

(Title)

(Business Address)

OR

Witness as Attorney In Fact

As Attorney In Fact (Attach Power of Attorney)

Witness as Attorney In Fact

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me
this _____ by _____
_____ of _____, a
_____ Corporation, on behalf of the Corporation. He/She is personally
known to me or has produced _____ as identification and who
did/did not take an oath.

NOTARY: _____
Print Name: _____
Commission Number: _____
My commission expires: _____

ATTACHMENT 6 BID CHECK LIST

Vendors shall utilize this check list to ensure that the necessary requirements have been met and/or included in their response package. This page shall be included as the very last page of your response.

Item	Description	Check if included
1.	Complete the vendor information at the bottom of Page 1	
2.	Are you included in the appropriate category, on the state's petroleum Vendor list?	
3.	Did you include a Bid Bond (Attachment 3)?	
4.	Did you include a copy of valid, current License?	
5.	Did you respond with the correct amount of copies?(Response shall include 1 complete original (marked as original) and (3) complete copies of your response)	
6.	Did you Complete and include all of section 4 (Pricing/certification/signatures)?	
7.	Did you initial and date the appropriate spaces for each addendum for this bid?	
8.	Did you complete the Bidders Personnel Form (Attachment 1)?	
9.	Did you complete the reference form (Attachment 2) including the four most recent projects of similar scope and constructed under the Bidder's present name?	
10.	Did you include a certificate of insurance or evidence of insurability?	

Company Name: _____

Person Authorized to sign for company: _____
(Print Name)

(Signature) (Date)